



BO/1001/134/2024

GENERAL ACADEMIC COLLABORATION AGREEMENT ENTERED INTO BY AND BETWEEN UNIVERSIDAD DE GUADALAJARA, MEXICO, HEREINAFTER REFERRED TO AS "UDEG", REPRESENTED BY ITS RECTOR GENERAL, DR. RICARDO VILLANUEVA LOMELÍ, ASSISTED BY THE SECRETARY GENERAL, MSc. GUILLERMO ARTURO GÓMEZ MATA, AND THE TECHNISCHE HOCHSCHULE KÖLN, GERMANY, HEREINAFTER REFERRED TO AS "TH KÖLN", REPRESENTED BY ITS PRESIDENT, PROF. DR. SYLVIA HEUCHEMER, IN ACCORDANCE WITH THE FOLLOWING STATEMENTS AND CLAUSES:

### STATEMENTS

"TH Köln" declares:

- I. Founded by law with the University of Applied Sciences of the State of North Rhine-Westphalia in 1971 and authorized by the North Rhine-Westphalia University Act.
- II. That its representative is empowered to enter into this type of contracts, as established in the TH Köln's rules of procedure.
- III. Among its purposes is the training of young academics who have university entrance qualifications, further training for scientists and intercultural exchange.
- IV. That the legal address is the property located at Gustav-Heinemann-Ufer 54,D-50968 Cologne,Germany

"UDEG" declares:

- I. That it is a public body, decentralized from the Government of the State of Jalisco, with autonomy, legal personality and property ownership rights, in accordance with the provisions of Article 1° of its Organic Law, published by the Local Executive on January 15th, 1994, in execution of the decree number 15,319 of the Honorable Congress of the State of Jalisco.
- II. As stated in sections II and III of Article 5° of the Organic Law of the university, its purposes are to organize, carry out, promote and disseminate scientific, technological, and humanistic research; as well as to recover, preserve, increase and disseminate culture.
- III. That it is an attribution of Universidad de Guadalajara, in accordance with Article 6°, Section III of its Organic Law, to carry out teaching, research and cultural dissemination programs, pursuant to the principles and guidelines



established in Article 3° of the Federal Constitution of the United Mexican States.

- IV. That the Rector General is the highest executive authority of Universidad de Guadalajara and its legal representative, in accordance with Article 32° of the Organic Law of the university.
- V. That the Secretary General is responsible for certifying acts and deeds under the terms of Article 40° of the Organic Law of the university.
- VI. That it indicates as legal domicile the property located at Avenida Juárez 976, C.P. 44100, in Guadalajara, Jalisco.

### CLAUSES

**FIRST.** The objective of this Agreement is to establish the bases and criteria on which “UDEG” and “TH Köln” will carry out joint academic, scientific, and cultural collaborative actions, for the fulfillment of the educational functions they perform.

**SECOND.** Both Parties agree that they may carry out cooperative actions in the following areas:

- a) Exchange of students;
- b) Exchange of academic personnel;
- c) Development of research projects;
- d) Collaborative programs in virtual modality such as: Virtual Mobility; Mirror Classes; and Collaborative Online International Learning (COIL), among others;
- e) Design and organize courses, conferences, symposiums, degree courses, training and continuing education programs, among others, that are of interest and that bring academic, scientific and cultural benefits to both Parties;
- f) Exchange of publications and other materials of common interest;
- g) Other activities agreed upon by the Parties for the execution of this Agreement.

**THIRD.** The Parties agree to financially support the work programs, projects and activities that originate out from this Agreement, to the extent of their budgetary availability.

**FOURTH.** The Parties agree that the work programs derived from this Agreement shall be elevated to the category of specific collaboration agreements, once signed by their institutional representatives, and shall be considered annexes to this instrument.



**FIFTH.** The specific agreements will describe, with all precision and as appropriate, the activities to be developed, the responsibility of each of the Parties, the budget for each activity, the definition of the sources of financing, the personnel involved, the facilities and equipment to be used, the work schedule, as well as everything necessary to determine with precision the purposes and scope of each of said agreements, which will be the operative instruments of this Agreement.

**SIXTH.** The Parties agree to regulate, through the corresponding specific agreement, the ownership of the copyrights of the materials developed as a result of the jointly undertaken activities, as well as the industrial property rights, certificates of invention, and registration of models, which may derive from the research work.

**SEVENTH.** The Parties shall designate their personnel responsible for the administration and follow-up of the activities arising from this Agreement, who also shall propose the signing of specific agreements.

**EIGHTH.** Both Parties will jointly or separately seek, before other institutions, governmental agencies, and national and international organizations, to obtain the necessary resources for the development of the programs and the activities relating to the specific agreements, if such resources cannot be provided either completely or partially by the Parties.

**NINTH.** In the development of the work programs, both Parties agree to respect the current and applicable regulations of each of them.

**TENTH.** The Parties shall not be liable for damages caused by force majeure or fortuitous events that may prevent the continuation of this Agreement. Once these events have been overcome, the activities may be resumed in the manner and terms determined by the Parties.

**ELEVENTH.** The personnel designated by each of the Parties for the joint performance of any action or activities arising from this Agreement shall continue to be under the absolute direction and dependence of the Party with which they have established their labor relationship or have been hired; therefore, there shall be no relationship whatsoever with the other Party and in no case shall they be considered substitute employers, and therefore, each of them assumes the responsibilities that correspond to them due to such relationship.

**TWELFTH.** The Parties agree to consider as confidential all information related to the activities of "UDEG" to which "TH Köln" has access, and vice versa, as a result of this Agreement, and which is not public.

**THIRTEENTH.** This agreement shall enter into force when it is signed by both Parties and shall be in force for a period of five (5) years. In the event of separate signatures, the date of the second signature shall be taken as the initial date. This Agreement may be



renewed, modified or terminated if either Party so requests the other Party at least six (6) months in advance and in writing. If there are ongoing collaborative actions, they shall not be affected by the termination of this Agreement.

**FOURTEENTH.** This Agreement may be renewed or modified by the will of the Parties during its term, in accordance with the applicable regulations and through the corresponding legal instruments, with the Parties being obligated to the new stipulations as of the date of signature.

**FIFTEENTH.** The Parties declare that the signing of this Agreement and the commitments undertaken herein are the result of their good faith, and therefore they will take all necessary actions for its due compliance; in the event of any discrepancy in its interpretation, such discrepancy will be resolved by mutual accord.

Having read the present instrument, the Parties being aware of the content and scope of each of its clauses and indicating the absence of malice, dishonesty or any other reason that vitiates their consent, they sign it in duplicate, in English, both versions with equal content and validity.

Place: Guadalajara, Jalisco, Mexico

Date:

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Place: Cologne, Germany

Date: 29.10.2025

UNIVERSIDAD DE GUADALAJARA

DR. RICARDO VILLANUEVA LOMELÍ  
RECTOR GENERAL

TECHNISCHE HOCHSCHULE KÖLN



PROF. DR. SYLVIA HEUCHEMER  
PRESIDENT

MSc. GUILLERMO ARTURO GÓMEZ MATA  
SECRETARY GENERAL